LETTER AGREEMENT

This is a Letter Agreement between LAZO TECHNOLOGIES, LTD (LAZO) and MICRO \$YSTEM ENTERPRISES, INC. (may hereinafter be collectively referred to as MSE);

WHEREAS, MSE will from time to time purchase goods and/or services from LAZO for the Dallas Independent School District (DISD)-Technology Project (may be referred to as "the Project"); and

WHEREAS, LAZO may from time to time sell to MSE certain goods and/or provide certain consulting services for the benefit of MSE and others, including DISD as MSE may direct; and

WHEREAS, LAZO, subject to the terms herein and/or any other agreement between LAZO and MSE, will endeavor to deliver and/or provide said goods and/or services ats described in the purchase order to the DISD schools and/or DISD facilities designated on the purchase orders.

NOW, THEREFORE IN CONSIDERATION of the mutual covenants and promises and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I.

COVENANTS, PROMISES AND/OR

REPRESENTATIONS OF MSE

With respect to the Project, MSE agrees that it will order goods and the services related thereto and that it will deliver purchase orders on a periodic basis to LAZO during the terms of this agreement.

2

Within five (5) days of receipt of funds by MSE from Schools and Libraries Division, Universal Service Administration Company and/or DISD or any other source for invoices delivered by LAZO to MSE for goods and/or services provided to MSE and/or any other persons or party designated by MSE in conjunction with the Project referenced above, MSE will pay LAZO for said invoices. All past due invoices will bear interest at the rate of 12% per year. A Past due invoice is defined as an invoice not paid within 30 days after MSE receives funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD. In conjunction with any unpaid invoices from LAZO to MSE, MSE shall use best efforts to collect funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD which may be owing to MSE so that MSE may remit to LAZO their share of the funds due hereunder.

24.

Contemporaneous with the execution of the instant Letter

Agreement, MSE and/or any other persons or entities designated

by LAZO will execute the Purchase Money Security Agreement

which is attached hereto as Exhibit

3.

It is contemplated and acknowledged by the parties that significant funds will be received by MSE for his work efforts in connection

with the Project and that he shall receive significant payments from DISD and/or SLD for his benefit and/or for the work and/or benefit of various vendors/subcontractors providing goods and/or services on the Project including, but not limited to, LAZO.

38

MSE hereby agrees to take all steps necessary to establish a separate segregated checking account, distinct and apart from any operating or other account of MSE in which he has a legal or equitable interest or signatory authority and he further hereby agrees to deposit or cause to be deposited in such segregated separate account, all funds received by him from DISD, SLD or any other source representing a payment(s) for work performed or goods provided by any subcontractor on the Project including, but not limited to LAZO. MSE agrees that LAZO shall have a security interest in such separate segregated account and that the same shall be covered by the terms and conditions of the security interest described in paragraph 2a above to be executed by MSE.

4.

Further, MSE agrees to cause all vendors providing goods and/or services to or for the benefit of MSE and/or on the Project including, but not limited to LAZO, to be paid on a timely basis and further agrees that MSE, as a signatory on the separate segregated bank account, has a fiduciary duty to all of the vendors.

COVENANTS, PROMISES

AND/OR REPRESENTATIONS OF LAZO

LAZO will use commercially reasonable best efforts to timely
deliver the goods and/or services requested in any and all purchase
orders submitted to it by MSE, subject to the terms and conditions
of this Letter Agreement and/or any other agreement between the
parties.

LAZO shall have no obligation to fulfill any purchase order in the event that MSE is in default of this Letter Agreement and/or any other agreement between the parties.

III.

18.

MISCELLANEOUS

The terms and conditions stated herein supersede all prior Agreements between the parties regarding the subject matter of this Agreement. This Agreement can only be modified by written Agreement duly signed by persons authorized to sign Agreements on behalf of MSE and LAZO.

This Agreement shall be binding upon LAZO when accepted and signed and will be governed by the laws of the State of Texas.

Any dispute concerning this Agreement must be brought in a court of competent jurisdiction in Dallas, Dallas County, Texas, and the parties hereto consent to such jurisdiction and venue.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be impaired thereby.

All parties hereto have had the opportunity to consult with legal counsel of their own choosing prior to executing the instant agreement.

EXECUTED this the 23rd day of January, 2003.

LAZO TECHNOLOGIES, LTD

Y: Tom Lazo Sr., President & CEO

MICRO SYSTEM ENTERPRISES

BY: Frankie Wong, President

LETTER AGREEMENT

This is a Letter Agreement between HILL PROFESSIONAL SERVICES (HPS) and MICRO SYSTEM ENTERPRISES, INC. (may hereinafter be collectively referred to as MSE);

WHEREAS, MSE will from time to time purchase goods and/or services from HPS for the Dallas Independent School District (DISD)-Technology Project (may be referred to as "the Project"); and

WHEREAS, HPS may from time to time sell to MSE certain goods and/or provide certain consulting services for the benefit of MSE and others, including DISD as MSE may direct; and

WHEREAS, HPS, subject to the terms herein and/or any other agreement between HPS and MSE, will endeavor to deliver and/or provide said goods and/or services as described in the purchase order to the DISD schools and/or DISD facilities designated on the purchase orders.

NOW, THEREFORE IN CONSIDERATION of the mutual covenants and promises and other valuable consideration, the receipt of which is hereby acknowledged. the parties agree as follows:

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COVENANTS, PROMISES AND/OR

REPRESENTATIONS OF MSE

 With respect to the Project, MSE agrees that it will order goods and the services related thereto and that it will deliver purchase orders on a periodic basis to HPS during the terms of this agreement.

Within five (5) days of receipt of funds by MSE from Schools and Libraries Division. Universal Service Administration Company and/or DISD or any other source for invoices delivered by HPS to MSE for goods and/or services provided to MSE and/or any other persons or party designated by MSE in conjunction with the Project referenced above, MSE will pay HPS for said invoices. All past due invoices will bear interest at the rate of 12% per year. A Past due invoice is defined as an invoice not paid within 30 days after MSE receives funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD. In conjunction with any unpaid invoices from HPS to MSE, MSE shall use best efforts to collect funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD which may be owing to MSE so that MSE may remit to HPS their

Contemporaneous with the execution of the instant Letter
Agreement, MSE and/or any other persons or entities designated
by HPS will execute the Purchase Money Security Agreement
which is attached hereto as Exhibit ____.

 It is contemplated and acknowledged by the parties that significant funds will be received by MSE for his work efforts in connection

share of the funds due hereunder.

28.

with the Project and that he shall receive significant payments from DISD and/or SLD for his benefit and/or for the work and/or benefit of various vendors/subcontractors providing goods and/or services on the Project including, but not limited to, HPS.

3a.

MSE hereby agrees to take all steps necessary to establish a separate segregated checking account, distinct and apart from any operating or other account of MSE in which he has a legal or equitable interest or signatory authority and he further hereby agrees to deposit or cause to be deposited in such segregated separate account, all funds received by him from DISD, SLD or any other source representing a payment(s) for work performed or goods provided by any subcontractor on the Project including, but not limited to HPS. MSE agrees that HPS shall have a security interest in such separate segregated account and that the same shall be covered by the terms and conditions of the security interest described in paragraph 2a above to be executed by MSE.

4

Further. MSE agrees to cause all vendors providing goods and/or services to or for the benefit of MSE and/or on the Project including, but not limited to HPS, to be paid on a timely basis and further agrees that MSE, as a signatory on the separate segregated bank account, has a fiduciary duty to all of the vendors.

COVENANTS, PROMISES

AND/OR REPRESENTATIONS OF HPS

- I. HPS will use commercially reasonable best efforts to timely deliver the goods and/or services requested in any and all purchase orders submitted to it by MSE, subject to the terms and conditions of this Letter Agreement and/or any other agreement between the parties.
- HPS shall have no obligation to fulfill any purchase order in the event that MSE is in default of this Letter Agreement and/or any other agreement between the parties.

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MISCELLANEOUS

The terms and conditions stated herein supersede all prior Agreements between the parties regarding the subject matter of this Agreement. This Agreement can only be modified by written Agreement duly signed by persons authorized to sign Agreements on behalf of MSE and HPS.

This Agreement shall be binding upon HPS when accepted and signed and will be governed by the laws of the State of Texas.

Any dispute concerning this Agreement must be brought in a court of competent jurisdiction in Dallas, Dallas County, Texas, and the parties hereto consent to such jurisdiction and venue.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be impaired thereby.

All parties hereto have had the opportunity to consult with legal counsel of their own choosing prior to executing the instant agreement.

EXECUTED this the 23rd day of January, 2003.

HILL PROFESSIONAL SERVICES.

BY: Eddie Hill, President

MICRO SYSTEM ENTERPRISES

By: Frankie Wong, Presdient

LETTER AGREEMENT

This is a Letter Agreement between ATS SOUTH. and MICRO SYSTEM ENTERPRISES, INC. (may hereinafter be collectively referred to as MSE);

WHEREAS, MSE will from time to time purchase goods and/or services from ATS SOUTH for the Dallas Independent School District (DISD)-Technology Project (may be referred to as "the Project"); and

WHEREAS, ATS SOUTH may from time to time sell to MSE certain goods and/or provide certain consulting services for the benefit of MSE and others, including DISD as MSE may direct; and

WHEREAS, ATS SOUTH, subject to the terms herein and/or any other agreement between ATS SOUTH and MSE, will endeavor to deliver and/or provide said goods and/or services as described in the purchase order to the DISD schools and/or DISD facilities designated on the purchase orders.

NOW, THEREFORE IN CONSIDERATION of the mutual covenants and promises and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

T.

COVENANTS, PROMISES AND/OR

REPRESENTATIONS OF MSE

 With respect to the Project, MSE agrees that it will order goods and the services related thereto and that it will deliver purchase orders on a periodic basis to ATS SOUTH during the terms of this agreement.

V

2.

Within five (5) days of receipt of funds by MSE from Schools and Libraries Division, Universal Service Administration Company and/or DISD or any other source for invoices delivered by ATS SOUTH to MSE for goods and/or services provided to MSE and/or any other persons or party designated by MSE in conjunction with the Project referenced above, MSE will pay ATS SOUTH for said invoices. All past due invoices will bear interest at the rate of 12% per year. A Past due invoice is defined as an invoice not paid within 5 days after MSE receives funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD. In conjunction with any unpaid invoices from ATS SOUTH to MSE. MSE shall use best efforts to collect funds from Schools and Libraries Division, Universal Service Administration Company and/or DISD which may be owing to MSE so that MSE may remit to ATS SOUTH their share of the funds due hereunder. Contemporaneous with the execution of the instant Letter Agreement, MSE and/or any other persons or entities designated by ATS SOUTH will execute the Purchase Money Security Agreement which is attached hereto as Exhibit . It is contemplated and acknowledged by the parties that significant funds will be received by MSE for his work efforts in connection

2a.

with the Project and that he shall receive significant payments from DISD and/or SLD for his benefit and/or for the work and/or benefit of various vendors/subcontractors providing goods and/or services on the Project including, but not limited to, ATS SOUTH.

3a.

MSE hereby agrees to take all steps necessary to establish a separate segregated checking account, distinct and apart from any operating or other account of MSE in which he has a legal or equitable interest or signatory authority and he further hereby agrees to deposit or cause to be deposited in such segregated separate account, all funds received by him from DISD, SLD or any other source representing a payment(s) for work performed or goods provided by any subcontractor on the Project including, but not limited to ATS SOUTH. MSE agrees that ATS SOUTH shall have a security interest in such separate segregated account and that the same shall be covered by the terms and conditions of the security interest described in paragraph 2a above to be executed by MSE.

4.

Further, MSE agrees to cause all vendors providing goods and/or services to or for the benefit of MSE and/or on the Project including, but not limited to ATS SOUTH, to be paid on a timely basis and further agrees that MSE, as a signatory on the separate segregated bank account, has a fiduciary duty to all of the vendors.

COVENANTS, PROMISES

AND/OR REPRESENTATIONS OF ATS SOUTH

- timely deliver the goods and/or services requested in any and all purchase orders submitted to it by MSE, subject to the terms and conditions of this Letter Agreement and/or any other agreement between the parties.
- in the event that MSE is in default of this Letter Agreement and/c
 any other agreement between the parties.

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MISCELLANEOUS

The terms and conditions stated herein supersede all prior Agreements between the parties regarding the subject matter of this Agreement. This Agreement can only is modified by written Agreement duly signed by persons authorized to sign Agreements of behalf of MSE and ATS SOUTH.

This Agreement shall be binding upon ATS SOUTH when accepted and sign and will be governed by the laws of the State of Texas.

Any dispute concerning this Agreement must be brought in a court of compete jurisdiction in Dallas, Dallas County, Texas, and the parties hereto consent to su jurisdiction and venue.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be impaired thereby.

All parties hereto have had the opportunity to consult with legal counsel of their own choosing prior to executing the instant agreement.

EXECUTED this the 23rd day of January, 2003.

ADVANCED TECHNOLOGY SOLUTIONS.

BY:

Wesley Ratcliff, CEO

MICRO SYSTEM ENTERPRISES

BY: Frankie Wong, President



TOM LAZO

Lazo Technologies, Ltd. - Founder and President Lazo Data Systems, Ltd. formerly Custom Programming Services, Ltd. Founder and General Managing Partner

CIVIC and CORPORATE BOARD/MEMBERSHIPS

Dallas City Council Redistricting Commission - Chairman (2001)

Dallas City Council \$1.3 Billion School Bond Campaign - Co-Chair

Dallas Together Forum - Co-Chairman (1995 and 1998)

Dallas Citizens Council - Board Member

Dallas Assembly

The Salesmanship Club of Dallas

University of North Texas Board of Regents (Appointed June 1999) (1999-2006)

American Heart Association - Board Member

Dallas Convention & Visitors Bureau - Executive Committee Chairman (1994 and 1996)

Medical City Hospital - Advisory Board (1994 to 1996)

Bonneville International Corporation (KAAM/KZPS FM) - Advisory Board

Texas Commerce Bank - Advisory Board

Baylor Medical Foundation Board

UT Southwestern Medical Center - Community Relations, and Advisory Committee

University of Texas at Dallas - Development Board

Dallas Zoological Society

State Fair of Texas

Cotton Bowl Athletic Association

Greater Dallas Hispanic Chamber of Commerce - Past Chairman (1990 to 1991)

Greater Dallas Chamber of Commerce - Former Board Member

North Dallas Chamber of Commerce - Former Board Member

Children's Hospital of Dallas - Former Board Member

United Way Metropolitan Dallas - Former Board Member

Hispanic Political Action Committee

Leadership Dallas - Class of (1989 to 1990)



CAREER HIGHLIGHTS

Realizing a lifetime vision of giving back to his community, Lazo formed a high tech assembly manufacturing plant located in West Dallas. In three years, Lazo Technologies has expanded nationally, and the future is bright. CPSL, now more than two decades old, is a division of Lazo Tech as Lazo Data Systems. The total services rendered are now multi-faceted from assembly of telephony components, IT recruiting, to cabling and value added warehousing performed with an energetic and loyal group of employees.

Soon after Tom Lazo began his career in Information Technology in 1967, he joined the software development staff of Trinity Universal Insurance where he became the Applications Supervisor, and directed the design, development and implementation of five major business systems. In 1979, he successfully led the development of an interface between Northern Telecom's manufacturing and financial systems. Later, as Manager of Software Development for I-Concepts, he designed and implemented applications for the minicomputer environment.

Recognizing the need for IT professionals in the community as consulting teams, Mr. Lazo responded in mid 1980 by forming Custom Programming Services, Ltd. (CPSL) which is still thriving and expanding its services.

In 1999, Tom Lazo was the first Latino Male to be appointed to the University of North Texas Board of Regents by then Governor George W. Bush. Tom Lazo's term was up in 2006; even though Tom is no longer on the Board of Regents he is still very active with the University of North Texas.

EDUCATION

El Centro College, Associates Degree in Applied Science Business)

Minority Business Executive Program (1996) Advance Minority Business Executive Program (1998) Loyola College, Sellinger School of Business, Dartmouth College, Amos Tuck School of Business NMSDC Advanced Mgmt Education Program (2001) NW University, Kellogg Graduate School of Mgmt.

HONORS AND AWARDS

2001: 3rd/100 Fastest-Growing Business in Dallas (Cox School of

2001: #53 in the 2001 MBN 100 list of top minority firms in the U.S.A. 2001: #39 in the Div100 Top 100 Diversity Owned Businesses / U.S.A.

2001: Volunteer Community Leadership Award for Excellence (Dallas Historical Society)

1997: The Baird Community Spirit Award (The Baird Company)

1996: Distinguished Alumni Award (Leadership Dallas Alumni Assoc.)

1996: Texas Brillante Award (Texas Hispanic Magazine)

1995: Civic Leader Hospitality Award (Hotel Assoc. of Greater Dallas)

1994: Adelante Award (Hispanic Magazine)

1994: Business Person of the Month (October) Guaranty Bank

BILLY J. RATCLIFF 6324 EVERGLADE RD. DALLAS, TX 75227

214.275.7500 (BRATCLIF@SWBELL.NET)

Professional Profile: Thirty plus years experience in a wide range of IBM and Community Projects. Proven ability to successfully manage projects which include application development, project/contract assessment, and community organization leadership. Projects and organizations ranged in size from 10 to 95 people with budgets of \$75K-\$6M. Involved in civic and community activities and associations.

Current Skills: Project Management, Business Management, Community Laison. Educator

Recent Achievements:

2009	Dallas Ma	vors Complete	Count Census	Committee
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2007 Dallas Together 21

2007 Candidate for Dallas City Council District 7

2006 Chairman Black Contractors Association

2004-08Lay Leader -North Texas Conference

2004 Lay Leader St. Luke "Community" U.M.C.

2002 Chair - Board of Church Extension NT Conference

2001 IBM Project Management Certification

2000 Project Manager: Achieved PMI Certification

2000 George Washington University Project Management Certification

1999 Solution Project Manager: Deployed e-Config Application Community Council of Greater Dallas – Board Member

Professional Experience:

June 2002 to Present - Chief Marketing Officer and Co-Owmer of W&R Technology, a PC Maintenance, Network installation and Cabling Company Specializing in Small to Medium Businesses..

October, 1969 to June 2002: Solution Project Manager, IBM, Roanoke, Texas

Provide end-to-end project management for the deployment of IBM Internet and Intranet web applications. Projects range from simple to complex, with budgets from \$50K to \$6M. Managed deployment of several applications including the NetGeneration(Medium Business Center) application, a strategic web application for the small and medium size business customers.

Teaching Experiences:

El Centro College – Business Management, Developmental Math North Central Texas College DISD – Substitute Teacher

AWARDS:

1990 IBM Vice Presidents Informal Award

1989 IBM Director's Award Diversity Award NT Conf UMC

Omega Man of the Year, Omega Public Service Award

ST. Luke "Community" UMC T.B. Echols Man of the Year

Black Contractors Association Chairman's Award

Other Community Awards

Formal Education:

Amber University, Dallas, Texas, Masters of Business Administration Degree, 1991 University of North Texas, Denton Texas, Bachelor of Arts Degree, Mathematics, 1969 Dunbar High School, Livingston, TX 1965

Informal Education:

2000-01PM Education

1999 PMI Exam Preparation, Certification George Washington Univ.

1997 Dispute Mediation Certification

Outside Activities:

1998-2004 Board Director-General Board of Global Ministries of United Methodist Church

1992-1997 Chairman of the Dallas Area Rapid Transportation Board of Directors

Eddie C. Hill

469-733-8246

Ehill01@sbcglobal.net

A Dallas native with significant leadership experience in Private Sector, Government, Community and Civic based organizations--including appointed and volunteer positions--with a proven track record in creating, sustaining and leveraging strategic relationships; successful Business Operations.

CONCENSUS BUILDER: Recognized ability to explain and advocate facts and ideas in a convincing manner while communicating and negotiating with individuals and groups; hand selected to lead organizations, resulting in improved relations, productivity and revenues.

GOVERNMENT AND COMMUNITY RELATIONS: Established and well-founded relationships with key lawmakers, civic leaders; government and community-based organizations—with noted results with dispute mitigation and creating shared views.

CORPORATE AND CIVIC LEADERHIP: Led a number of initiatives that improved the bottom lines by as much as \$35M; spearheaded and teamed fundraisers resulting in Millions.

PROFESSIONAL EXPERIENCE

DFW International Airport Board of Directors, (Two Terms)
Chair of Construction Committee-Member of Concessions and Marketing Committees

An 11- member Board comprised of the Mayors of Dallas and Ft. Worth--and City Council/Mayor confirmed appointees from both cities. Members include some of the most recognized business, civic and community leaders in the cities.

As Construction Chair:

- Led the process to re-engineer the passenger train system--leading global meetings to analyze and select participating companies. The new train system is in and improves passenger transfers between terminals significantly.
- Worked with Staff and Airport Development contractors to ensure timely and cost effective construction projects.
- Reset policy to make competing more open and fair for everyone.
- Led effort to develop plans for reinventing the IT organization, including staffing requirements.

Other duties included leading teams of staff, consultants and other Board members on international marketing trips to Japan, China, the Netherlands, Switzerland, Costa Rica and France. The meetings were designed to both bring new cargo carriers and airlines to DFW Airport; and to increase flights to and from DFW Airport.

Accomplishments:

- Acknowledged by Airport officials as a 'key' figure in securing new non-stop flights by KLM Airline from the Netherlands to DFW Airport.
- Facilitated increased cargo to DFW Airport during meetings with All Nippon Airlines in Tokyo, Japan.
- Established lead Board relationship with Costa Rican airline executives, resulting in new flights to DFW Airport from San Jose, Costa Rica.

Dallas Black Dance Theater Board of Directors,

An Internationally recognized--and Dallas' officially recognized dance troupe; founded and led by acclaimed Artistic Director, Ann Williams.

Accomplishments:

- Led Board efforts to improve relationship with the Majestic Theater and City of Dallas staff; resulting in better customer service, efficiencies, and seamless processes.
- Teamed with 'hand-selected' members to develop a plan to align with, and ensure inclusion in the new Arts District and facilities.
- Key player in Capital Fund Raising Campaign
- Participated in all fund raising activities leading to significant and sustaining contributions—including The Meadows Foundation; Lucy Billingsly, and others.

City of Dallas Parks and Recreation Board of Directors, (Mayoral Appointment)

A 14-member Board, representing each Council district--with one Mayoral appointment, that has citywide responsibility--requiring greater budget and managing in order to ensure that both-- Council districts and the Mayor's priorities were met. Composed of distinguished and recognized civic and community leaders. **Accomplishments:**

- Created ethnic synergies and forged relationships that resulted in a shared view, versus individual district perspectives.
- Facilitated numerous disputes between neighborhoods and Park and Recreation personnelresulting in agreed upon improvements.
- Resolved a major racially charged neighborhood dispute by identifying issues; aligning common
 objectives and creating a cross section of both groups to submit combined plans.

Electronic Data Systems (EDS) Volunteer Community Representative.

- Corporate representative to a number of civic, community, political and arts activities supported by EDS.
- Mentor, EDS Education Outreach, where I developed a long-standing relationship with a Second grader, whose academic performance improved from 'slow learner' to a 'B' average over seven years.
- Liaison to the National Black MBA organization, where I created a strategic partnership that led
 to increased exposure for the company; while affecting a greater pool of potential hires and
 creating 'Premier' diversity recognition.

Other Community Service...

- ➤ Board Member and Officer, Sickle Cell Anemia Foundation of Dallas-10 Years
- > Co-Founder, Statewide Texas Association for Sickle Cell Disease
- Dallas United Way Budget Panel
- Exemplary Mentoring Program-Dallas Public Schools, F. D. Roosevelt High School
- Criminal Justice Think Tank -State Senate Caucus (Requested by State Senator Royce West)
- Post-Secondary Education Think Tank -State Senate Caucus (Requested by State Senator Royce West)
- > Trinity Ministries to the Poor

EDUCATION

University of Notre Dame - B.A. Political Science